

THE AMERICAN INSTITUTE OF ARCHITECTS

US EPA RECORDS CENTER REGION 5



486665



AIA Document B151

Abbreviated Form of Agreement Between Owner and Architect For Construction Projects of Limited Scope

1978 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

AGREEMENT

made as of the Twenty First day of November in the year of Nineteen
Hundred and Eighty Six (11/21/86)

BETWEEN the Owner:

City of Palos Hills (312) 430-4500
Park Department
8455 West 103rd Street
Palos Hills, Illinois 60465

and the Architect:

DAVID GILL CORPORATION (312) 584-2883
202 West Main Street
St. Charles, Illinois 60174

For the following Project:

(Include detailed description of Project location and scope.)

The PROJECT shall consist of Site Observations, a minimum of three (3) Preliminary Studies, a Master Development Plan, Construction Drawings, Specifications, Construction Observation and Reports for the Development of a Nine Hole (9) Regulation Length Golf Course, Greens, Tees, Bunkers, Lakes and the location of the attendant golf facilities.

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The Owner and the Architect agree as set forth below.

JUL 21 1988

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the copyright laws of the United States and will be subject to legal prosecution.

6.2 In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

6.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 7

TERMINATION OF AGREEMENT

7.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

7.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.

7.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 7.4.

7.4 Termination Expenses include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount computed as a percentage of the total compensation earned to the time of termination, as follows:

- .1 20 percent if termination occurs during the Design Phase, or

- .2 10 percent if termination occurs during the Construction Documents Phase, or
- .3 5 percent if termination occurs during any subsequent phase.

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.1 This Agreement shall be governed by the law of the principal place of business of the Architect.

8.2 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

8.3 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

8.4 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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JUN 24 1988